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Estelita T. Terrado P.O. BOX 63156 Ewa Beach, Hi 96706 Ph. (808) 780-2600 FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

APR 2 3 2018

at __o'clock and __min. _PM \
SUE BEITIA, CLERK

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF HAWAI'I

Estelita T. Terrado,)	CIVIL GY 18 C	00148DKW	KLF
	Plaintiff,)	CIVIL RIGHTS CON FOR VIOLATION O		
VS.)	FOURTEENTH AMENDMENT PROPERTY CLAIM		
U.S. BANK NATIONAL ASSOCIATION et al., SANDY WONG,)	DEMAND A JURY T CERFICATE OF SEI	TRIAL:	
	Defendants.)			

CIVIL RIGHTS COMPLAINT FOR VIOLATION OF FIFTH AND FOURTEENTH AMENDMENT PROPERTY CLAIM

Comes now the plaintiff Estelita T. Terrado, (herein after "Plaintiff") hereby files this civil rights complaint, regarding the taking of the Plaintiff's property under false pretenses. The plaintiff has a right to her property under the Fifth and Fourteenth Amendment of the United States Constitution. Under no circumstances did the plaintiff allow the defendant U.S. BANK NATIONAL ASSOCIATION et al and SANDY WONG any authorization to take over or control her property. The plaintiff demands a jury trial

I. JURISDICTION77

1. This court has jurisdiction under 28 U.S.C § 1331.

II. PARTIES

- 2. Plaintiff Estelita T. Terrado, (herein after "Plaintiff") was and is at all times relevant herein, a resident of the State of Hawai'i and works as a care giver in her home caring for the elderly.
- 3. Defendant U.S. BANK NATIONAL ASSOCIATION et al., (herein after "Defendant Bank") was and is all times relevant hereto, this is the entity that claimed he plaintiff's property without any authorization or any proof of authentic documents to show the plaintiff signed her property over to them.
- 4. Defendant Sandy Wong (herein after "Wong") was and is at all times relevant herein, is a resident of the State of Hawai'i, with a duty as an enforcer for the defendant Banks lawyers, extricating the Plaintiff causing harm to the plaintiff's relative (auntie) that caused the Plaintiff's auntie to fall.

III. FACTS OF THE CASE

- 5. The plaintiff did not have any contract with the defendants regarding the status of her house, and at no time did the plaintiff authorize anyone to take control of my house. The plaintiff missed a few payments of her mortgage but intended to pay the whole deficit of late payments to the original BNC MORTGAGE, P.O. Box 9256, Irvine, Cl. 92623-9656 with whom the Plaintiff made a contract with, no other entity was or were involved in the making and the signing of the contract.
- 6. On or about December 14, 2017, the plaintiff was forcefully removed from her house by illegal means to obtain the plaintiff by and through committing ultra vires:

Ultra Vires

[Latin, Beyond the powers.] The doctrine in the law of corporations that holds that if a corporation enters into a contract that is beyond the scope of its corporate powers, the contract is illegal.

- 7. The Plaintiff made a contract with BNC Mortgage of Irvine California. The Plaintiff had no dealings or contract with U.S. BANK NATIONAL, ASSOCIATION, et al.
- 8. How did the Defendant acquire the Plaintiff's property without no authorization from the Plaintiff?
- 9. That because of the Defendant Bank's action, it resulted in the eviction of the Plaintiff. The deed was not surrendered nor was there any transfer of the property initiated by the plaintiff. The Plaintiff had no problem with modifying the Plaintiff's payments to the home, but when the plaintiff signed up for the program, the defendants was then interested in the Plaintiff's property.
- 10. The defendants manufactured fraudulent documents so as to defraud the Bureau of Conveyance by falsifying the default of mortgage showing the Plaintiff's **inability to pay** her mortgage.
- 11. The Plaintiff do not have a contract with the Defendant Bank. If defendant Bank interfered with the plaintiff's contract with BNC Mortgage, and bought the Note from BNC Mortgage, then the defendant inadvertently paid off the plaintiff's mortgage.
- 12. The actions of the defendant Bank violated the U.S. constitutions Art I § 10 cl. Whereas the defendant interfered with the obligation of a contract and used the state court to enforce their illegal action enforcing the illegal take over of the plaintiff's contract with BNC Mortgage, thereby rendering it ultra vires.
- 13. The action of the defendant Bank not only violated Art I § 10 cl. contract clause, it also violated the right to property of the Fifth and Fourteenth Amendment of the U.S. Constitution.

- 14. Defendant Sandy Wong (phonetic) was instrumental in evicting the Plaintiff. Her action ran with malicious intent as to cause the plaintiff's aunty to fall.
- 15. The plaintiff's aunty is in her 90's and was ambulanced to the nearest hospital, where she is being treated for head trauma and injuries.
- 16. The defendants action was done with a wonton and callus disregard for human life and is bordered on attempted murder.
- 17. Had the Plaintiff's aunt died, this would be a wrongful death suit.

18. FIRST CAUSE OF ACTION

The defendants act or omissions as incorporated by reference 1 through 18 herein, that the actions of the defendants herein constitute malicious intent to deprive the plaintiff of her property by submitting false documents to steal and rob the plaintiff's property without her knowledge using back door techniques. The defendants act and omissions caused the plaintiff to lose not only her estate property, but personal property as well, in violation of the constitution of the United States Art. 1 § 10 cl. 1, and the Fifth and Fourteenth Amendment. Their action if proven in court would amount to compensatory damages. The plaintiff demands a trial by jury.

19 SECOND CAUSE OF ACTION

The defendants act or omissions as incorporate by reference 5 through 17 was done with a willful and sadistic intent in order to obtain the plaintiff's property, and the blatant disregard for human life as to cause the plaintiff's aunty to fall by removing all the plaintiff furniture i.e. chairs etc.... causing the plaintiff's aunty to become disorientated and fall. The defendants expected the Plaintiff's aunty to sit on the ground, the plaintiff's aunty is in her 90's. This willful action committed a heinous act of disrespect for human life and civility of wellbeing which warrants the award of punitive damages.

20. THIRD CAUSE OF ACTION

The defendants act or omissions as incorporate by reference 5 through 17 was done with a willful and sadistic intent in order to obtain the plaintiff's property. If found by this court that the defendants interfered with the plaintiff's contract with the original bank, the Plaintiff ask this court to nullify the defendant current ownership as ultra vires as unenforceable ownership and return the property back to the plaintiff. This action warrants the award of punitive damages for the plaintiff and demand a jury trial.

21. INJUNCTIVE RELIEF

The plaintiff asks this court to issue an injunction that should the defendants cannot show any proof of legally obtaining the plaintiff's property, and if found that this defendant interfered with the plaintiff contract with her original bank BNC mortgage, by purchasing the bank note an order of this court should return the plaintiff's estate property and pay for all the furniture that the defendants had broken and any damage that the defendants had done to the house on the property.

22. The Plaintiff's seeks an injunction compensating the plaintiff for living in her friend's garage and the humiliation of asking family and friends for assistance.

23. COMPENSATORY DAMAGES

- 24. Compensatory damages amounts are to be as follows:
- 25. Compensatory damage against defendants U.S. BANK NATIONAL ASSOCIATION et al of \$5,000,000for all the allegations cited in this complaint,
- 26. Grant compensatory damages against defendant Sandy Wong \$2,000,000, for her role as enforcer of causing hurt, damage to the plaintiff's personal property.

27. PUNITIVE DAMAGES

28. Punitive damages amounts are to be as follows:

29. Punitive damage against defendants U.S. BANK NATIONAL ASSOCIATION et al of \$5,000,000 for all the allegations cited in this complaint,

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30. Grant Punitive damages against defendant Sandy Wong \$2,000,000, for her role as enforcer of

causing hurt, damage to the plaintiff's personal property.

31. The Plaintiff also ask this court to award any other damages as the court deem appropriate at trial

and award attorneys fee and cost under 28 U.S.C. 1988.

32. I declare under the penalty of perjury that the forgoing is true and correct 28 U.S.C. § 1746.

Dated: Honolulu, Hi April 23, 2018.

Respectfully submitted,

Estelita T. Terrado Plaintiff pro se

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing motion was served on the above-identified parties at their respective addresses by (hand delivery or depositing the same in the United States mail, postage prepaid) on the parties as listed below:

TMLF HAWAI'I LLLC PETER T. STONE Esq 1001 Bishop Street Suite 1000 Honolulu, Hi. 96813

ATTORNEY FOR THE DEFENDANTS'

Date: Honolulu, Hi April 23, 2018.

Estelita T Terrado Defendant pro se